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November 20, 2014

Ms. Jocelyn Boyd
Chief Clerk
Public Service Commission of SC
Post Office Drawer 11649
Columbia, South Carolina 29211

Re: First Amendment to Interconnection Agreement Negotiated by BellSouth Telecommunications, LLC d/b/a AT&T South Carolina and Business Telecom, LLC d/b/a Earthlink Business pursuant to Sections 251 and 252 of the Telecommunications Act of 1996
Docket No. 1998-12-C

Dear Ms Boyd:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, BellSouth Telecommunications, LLC, d/b/a AT&T South Carolina ("AT&T") and Business Telecom, LLC d/b/a Earthlink Business submit to the South Carolina Public Service Commission the first amendment to their Interconnection Agreement for, among other things, the interconnection of their networks, the unbundling of specific network elements and the resale of AT&T's telecommunications services. The agreement was negotiated pursuant to Sections 251 and 252 of the Act and also may contain terms and conditions for products and services voluntarily agreed to by the parties outside the scope of Sections 251 and 252 of the Act.

Pursuant to Section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between AT&T and Business Telecom, LLC d/b/a Earthlink Business within 90 days of its submission. The Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties represent that neither of these reasons exists as to the agreement they have negotiated and that the Commission should approve their agreement.

As a courtesy, a copy of this amendment is being provided to the Office of Regulatory Staff.

Sincerely,

Nyla M. Laney

cc: James E. McDaniel



Proud Sponsor of the U.S. Olympic Team

AMENDMENT

BETWEEN

**BELLSOUTH TELECOMMUNICATIONS, LLC d/b/a AT&T SOUTH
CAROLINA**

AND

BUSINESS TELECOM, LLC d/b/a EARTHLINK BUSINESS



Signature: eSigned - Jeanne DaleSignature: eSigned - William A. BockelmanName: eSigned - Jeanne Dale
(Print or Type)Name: eSigned - William A. Bockelman
(Print or Type)Title: VP Vendor Relations & Access Regulatory
(Print or Type)Title: Director
(Print or Type)Date: 18 Nov 2014Date: 18 Nov 2014**Business Telecom, LLC d/b/a EarthLink
Business****BellSouth Telecommunications, LLC d/b/a AT&T
SOUTH CAROLINA by AT&T Services, Inc., its
authorized agent**

State	Resale OCN	ULEC OCN	CLEC OCN
SOUTH CAROLINA	7796	7795	7795

Description	ACNA Code(s)
ACNA(s)	BTM

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
BELLSOUTH TELECOMMUNICATIONS, LLC d/b/a AT&T SOUTH CAROLINA
AND
BUSINESS TELECOM, LLC d/b/a EARTHLINK BUSINESS**

The Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T SOUTH CAROLINA ("AT&T SOUTH CAROLINA") and Business Telecom, LLC d/b/a EarthLink Business (f/k/a Business Telecom, Inc.), is hereby amended as follows.

WHEREAS, AT&T SOUTH CAROLINA and Business Telecom, Inc. ("Business Telecom") are the parties to that certain "Interconnection Agreement" approved as of October 26, 2011 (the "Agreement"); and

WHEREAS, Business Telecom has changed its name to "Business Telecom, LLC d/b/a EarthLink Business", and wishes to reflect that name change as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, AT&T SOUTH CAROLINA and Business Telecom, LLC d/b/a EarthLink Business hereby agree as follows:

1. The Agreement is hereby amended to reflect the name change from "Business Telecom, Inc." to "Business Telecom, LLC d/b/a EarthLink Business".
2. AT&T SOUTH CAROLINA shall reflect that name change from "Business Telecom, Inc." to "Business Telecom, LLC d/b/a EarthLink Business" only for the main billing account (header card) for each of the accounts previously billed to Business Telecom. AT&T SOUTH CAROLINA shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T SOUTH CAROLINA's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, Business Telecom, LLC d/b/a EarthLink Business affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by Business Telecom with AT&T SOUTH CAROLINA for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
3. Once this Amendment is effective, Business Telecom, LLC d/b/a EarthLink Business shall operate with AT&T SOUTH CAROLINA under the "Business Telecom, LLC d/b/a EarthLink Business" name for those accounts. Such operation shall include, by way of example only, submitting orders under Business Telecom, LLC d/b/a EarthLink Business, and labeling (including re-labeling) equipment and facilities with Business Telecom, LLC d/b/a EarthLink Business. Any change in Carrier's name including a change in the "d/b/a", or due to assignment or transfer of this Agreement wherein only Carrier's name is changing, and no Carrier Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a Carrier Name Change under this Section. For any Carrier Name Change, Carrier is responsible for providing proof of compliance with industry standards related to any Company Code(s), including notification of the name change to the appropriate issuing authority of those Company Code(s) as required. Carrier must submit the appropriate service request to AT&T-21STATE to update Carrier's name on all applicable billing accounts (BANs), and Carrier is responsible for all applicable processing/administration and nonrecurring charges for each service request. Should Carrier desire to change its name on individual circuits and/or End User records, Carrier must submit the appropriate service request(s) to AT&T-21STATE to update Carrier's name on individual circuits and/or End User records, and Carrier is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).
4. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
5. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
6. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to

any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

7. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission.